## Exhibit 6

## Comparison of MARM 2006-OA2 and MARM 2007-3

| Provision                             | MARM 2006-OA2 (at issue in ESM)   | MARM 2007-3   |
|---------------------------------------|---|---|
|                                       | Financial Guaranty Insurance Policy   | Insurance Policy  |
| Scope of Policy                       | FINANCIAL SECURITY ASSURANCE INC. ("Financial Security"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY GUARANTEES to each Trustee for the benefit of each Holder, subject only to the terms of this Policy the full and complete payment of Guaranteed Distributions with respect to the Certificates of the Trust referred to above. | FINANCIAL SECURITY ASSURANCE INC. ("Financial Security"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY GUARANTEES to each Trustee for the benefit of each Holder, subject only to the terms of this Policy the full and complete payment of Guaranteed Distributions with respect to the Certificates of the Trust referred to above. |
| Subrogation<br>Right                  | Financial Security shall be subrogated to the rights of each Holder to receive distributions with respect to each Certificate held by such Holder to the extent of any payment by Financial Security hereunder.   | Financial Security shall be subrogated to the rights of each Holder to receive distributions with respect to each Certificate held by such Holder to the extent of any payment by Financial Security hereunder.   |
| Complete and<br>Final<br>Undertaking  | This policy sets forth in full the undertaking of Financial Security, and shall not be modified, altered or effected by any other agreement or instrument, including any modification or amendment thereto.   | This Policy sets forth in full the undertaking of Financial Security, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto.   |
|                                       | Prospectus Supplement   | upplement   |
| Certificate<br>Insurer<br>Subrogation | The certificate insurer shall be subrogated to the rights of the holder of an Insured Certificate to receive payments of principal and interest to the extent of any payment by the certificate insurer under the Certificate Insurance Policy. (S-84).   | The Certificate Insurer shall be subrogated to the rights of the holder of an Insured Certificate to receive payments of principal and interest to the extent of any payment by the certificate insurer under the Certificate. (S-101).   |
| ERISA<br>Considerations               | The Class 1-A-1, Class 2-A-1, Class 3-A-1, Class 4-A-1A, Class 4-A-1B, Class X-1, Class X-2 and Class XW certificates will be ERISA eligible as of the closing date. (S-23).  | The Class 1-1A1, Class 1-2A1, Class 2-1A1, Class 2-2A1, Class 2-2A2, Class 2-2A3, Class 2-2A4, and Class 2-2A5 certificates will be ERISA eligible as of the closing date. (S-26)   |

| Provision  | MARM 2006-OA2 (at issue in <i>ESM</i> )   | MARM 2007-3  |
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|  | Pooling and Servicing Agreement (PSA) <sup>1</sup>  | Agreement (PSA) <sup>1</sup>   |
| Section 1.01 (Definitions): Aggregate/ Group Certificate Insurer Reimbursement Amount            | Aggregate Certificate Insurer Reimbursement Amount: With respect to any Distribution Date, the sum of the Class 1-A-3 Certificate Insurer Reimbursement Amount, the Class 2-A-3 Certificate Insurer Reimbursement Amount and the Class 4-A-2 Certificate Insurer Reimbursement Amount.  | Group 1 Certificate Insurer Reimbursement Amount:  With respect to any Distribution Date, the sum of the Subgroup 1-1 Certificate Insurer Reimbursement Amount and the Subgroup 1-2 Certificate Insurer Reimbursement Amount.  |
| Section 1.01 (Definitions): Class/Subgroup Certificate Insurer Reimbursement Amount <sup>2</sup> | Class 1-A-3 Certificate Insurer Reimbursement Amount:  With respect to any Distribution Date, any amount owing to the Certificate Insurer under Section 4.02 or 4.07 for reimbursement, with interest, for claims paid with respect to the Class 1-A-3 Certificates under the Certificate Insurance Policy and any amounts with respect to the Class 1-A-3 Certificates owing to the Certificate Insurer and remaining unpaid for such Distribution Date. | Subgroup 1-1 Certificate Insurer Reimbursement Amount:  With respect to any Distribution Date, any amount owing to the Certificate Insurer under Section 4.02 or 4.07 for reimbursement, with interest, for claims paid with respect to the Class 1-1A2 Certificates under the Certificate Insurance Policy and any amounts with respect to the Class 1-1A2 Certificates owing to the Certificate Insurer and remaining unpaid for such Distribution Date. |
| Section 1.01 (Definitions): Net Monthly Excess Cash- Flow  | Net Monthly Excess Cashflow:  With respect to any Distribution Date, the sum for such Distribution Date of (a) any Overcollateralization Release Amount and (b) the excess of (x) the aggregate Available Funds for all of the Loan Groups for such Distribution Date over (y) the sum for such Distribution Date of (A) the Current Interest for the Senior Certificates and Mezzanine Certificates, (B) the Interest Carry Forward                      | Group 1 Net Monthly Excess Cashflow:  With respect to any Distribution Date, the sum for such Distribution Date of (a) any Group 1 Overcollateralization Release Amount and (b) the excess of (x) the Available Funds for Loan Group 1 for such Distribution Date over (y) the sum for such Distribution Date of (A) the Current Interest for the Group 1 Senior Certificates and Group 1 Mezzanine Certificates, (B) the                                  |

<sup>1</sup> The MARM 2007-3 column only includes provisions related to the Group 1 Certificates. There is no material difference between the applicable provisions of the Group 1 and Group 2 Certificates.

 $<sup>^2</sup>$  The definition of Certificate Insurer Reimbursement Amount for the other classes and subgroups is identical.

| Provision  | MARM 2006-OA2 (at issue in ESM)  | MARM 2007-3  |
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|  | Amount for the Senior Certificates, (C) the Principal Distribution Amount and (D) the Premium Distribution Amount.   | Interest Carry Forward Amount for the Group Senior Certificates, (C) the Group 1 Principal Distribution Amount and (D) the Group 1 Premium Distribution Amount.  |
| Section 1.01 (Definitions): Realized Loss                  | With respect to each Mortgage Loan that is a Liquidated Mortgage Loan, an amount (not less than zero or more than the Principal Balance of the Mortgage Loan) as of the date of such liquidation, equal to (i) the unpaid Principal Balance of the Liquidated Mortgage Loan as of the date of such liquidation, plus (ii) interest at the Net Mortgage Rate from the Due Date as to which interest was last paid or advanced (and not reimbursed) to Certificateholders up to the Due Date in the month in which Liquidation Proceeds are required to be distributed on the Principal Balance of such Liquidated Mortgage Loan from time to time, minus (iii) the Liquidated Mortgage Loan from time to the extent applied as recoveries of interest at the Net Mortgage Rate and to principal of the Liquidated Mortgage Loan with respect to each Mortgage Loan which has become the subject of a Deficient Valuation, if the principal amount due under the related Mortgage Note has been reduced, the difference between the principal balance of the Mortgage Loan outstanding immediately prior to such Deficient Valuation and the principal balance of the Mortgage Loan as reduced by the Deficient Valuation. | With respect to each Mortgage Loan that is a Liquidated Mortgage Loan, an amount (not less than zero or more than the Principal Balance of the Mortgage Loan) as of the date of such liquidation, equal to (i) the unpaid Principal Balance of the Liquidated Mortgage Loan as of the date of such liquidation, plus (ii) interest at the Net Mortgage Rate from the Due Date as to which interest was last paid or advanced (and not reimbursed) to Certificateholders up to the Due Date in the month in which Liquidation Proceeds are required to be distributed on the Principal Balance of such Liquidated Mortgage Loan from time to time, minus (iii) the Liquidation Proceeds, if any, received during the month in which such liquidation occurred, to the extent applied as recoveries of interest at the Net Mortgage Rate and to principal of the Liquidated Mortgage Loan. With respect to each Mortgage Loan which has become the subject of a Deficient Valuation, if the principal amount due under the related Mortgage Note has been reduced, the difference between the principal balance of the Mortgage Loan outstanding immediately prior to such Deficient Valuation and the principal balance of the Mortgage Loan as reduced by the Deficient Valuation. |
| Section 1.01<br>(Definitions):<br>Subsequent<br>Recoveries | Subsequent Recoveries:  Unanticipated amounts received on a liquidated Mortgage  Loan the absence of which resulted in a Realized Loss in a prior month.   | Subsequent Recoveries:  Unanticipated amounts received on a liquidated Mortgage  Loan the absence of which resulted in a Realized Loss in a prior month.   |

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| Section 4.02(a):<br>Senior Interest | On each Distribution Date, the Trust Administrator shall apply such funds   | On each Distribution Date, the Trust Administrator shall withdraw the Interest Funds for Loan Group 1, and apply such                                      |
| Waterfall                           | (1) <i>first</i> , concurrently, to each Class of Interest Only Certificates, pro rata, up to the Current Interest and Interest | funds (1) first, concurrently, as follows:   |
|                                     | Carry Forward Amount for each Class and such<br>Distribution Date;  | (A) from the Interest Funds for Loan Subgroup 1-1, sequentially, as follows:   |
|                                     | (2) second, concurrently,   | (a) first to the Class 1-AIO   |
|                                     | (A) to each Class of Senior Certificates (other than the Interest Only Certificates) and rafa in to                             | Certificates   |
|                                     | the Current Interest and the Interest Carry Forward Amount for each such Class and such   | (b) second, concurrently, pro rata, as follows:  |
|                                     | Distribution Date; and  | (i) to each Class of Subgroup  |
|                                     | (B) to the Certificate Insurer, up to the Premium Distribution Amount, if any, for such Distribution                            | 1-1 Certificates, pro rata, up to the Current Interest and the Interest and the  |
|                                     | Date;   | Amount for each such Class   |
|                                     | (3) <i>third</i> , to the Certificate Insurer, up to the Aggregate Certificate Insurer Reimbursement Amount, if any, for        | and such Distribution Date;  |
|                                     | such Distribution Date;   | (ii) to the Certificate Insurer,   |
|                                     |   | up to the Subgroup 1-1 Premium Distribution Amount, if any, for such Distribution Date;  |
|                                     |   | (B) from the Interest Funds for Loan Subgroup 1-2, sequentially, as follows  |
|                                     |   | (b) second, concurrently, pro rata, as follows:  |
|                                     |   | (i) to each Class of Subgroup<br>1-2 Certificates, pro rata, up to<br>the Current Interest and the<br>Interest Carry Forward<br>Amount for each such Class |

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|                               |  | and such Distribution Date;<br>and  |
|                               |  | (ii) to the Certificate Insurer, up to the Subgroup 1-2 Premium Distribution Amount, if any, for such Distribution Date;  |
|                               |  | Group 1, sequentially, as follows   |
|                               |  | (a) to each Class of Subgroup 1-1 Certificates and Subgroup 1-2 Certificates and subgroup 1-2   |
|                               |  | Interest and the Interest Carry Forward Amount for each such Class and such Distribution Date; and  |
|                               |  | (b) to the Certificate Insurer, up to the sum of the Group 1 Premium Distribution Amount and the Group 1  |
|                               |  | Certificate Insurer Reimbursement<br>Amount, if any, for such Distribution<br>Date, to the extent remaining unpaid;   |
| Section 4.02(a)/(b):          | PSA § 4.02(a): On each Distribution Date, the Trust Administrator shallapply such funds  | PSA § 4.02(b): On each Distribution Date, the Trust Administrator, following any distributions pursuant to Section  |
| Senior Principal<br>Waterfall | (5) fifth, $(A)$ on each Distribution Date in an amount up to the Principal Distribution Amount:   | 4.02(a), shall make distributions on the Group 1 Certificates and to the Certificate Insurer in the following order and priority and, in each case, to the extent of the Principal Funds for Loan |
|                               | (1) first, in an amount up to the Principal Distribution Amount for that Distribution Date, concurrently, to the following Classes of Certificates, pro rata on the basis of the related | Group 1:  (A) on each Distribution Date (a) prior to the Group 1 Stepdown Date or (b) on which a Group 1 Trigger Event  |
|                               | Celulicates, pro rata on the basis of the related  | is in effect in the following order of priority, in an amount   |

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|           | Group Principal Distribution Amount:  | up to the Group 1 Principal Distribution Amount:  |
|           | (a) in an amount up to the Group 1<br>Principal Distribution Amount for such<br>Distribution Date, sequentially:  | (1) first, concurrently, to the following Classes of Certificates, pro rata on the basis of the related Subgroup Principal Distribution Amount: |
|           | (i) first, concurrently, to the<br>Group 1 Certificates, pro rata<br>based on Class Principal                     | (a) in an amount up to the Subgroup 1-1<br>Principal Distribution Amount for such<br>Distribution Date, sequentially:                           |
|           | Balance, until their respective Class Principal Balances are reduced to zero;                                     | (i) first, concurrently, to the Subgroup 1-1 Certificates, pro  |
|           | (ii) second, to the Certificate<br>Insurer, up to the Class 1-A-3   | Balance, until their respective<br>Class Principal Balances are   |
|           | Certificate Insurer   | reduced to zero;  |
|           | extent not paid pursuant to clauses (2)(B) and (3) above; and   | (ii) second, to the Certificate Insurer, up to the Subgroup 1- I Certificate Insurer  |
|           | (iii) third, concurrently, to the Group 2 Certificates, Group 3 Certificates and Group 4                          | any, to the extent remaining unpaid for such Distribution Date: and   |
|           | Certificates, pro rata based on Class Principal Balance (after any payments to such                               | (iii) third, concurrently, to the Subgroup 1-2 Certificates, pro rata based on Class Principal  |
|           | Group Principal Distribution Amount), until their respective Class Principal Balances are reduced to zero;        | Balance (after any payments to such Certificates from the Subgroup 1-2 Principal Distribution Amount) until                                     |
|           | (2) second, to the Certificate Insurer, up to the Aggregate Certificate Insurer Reimbursement                     | Balances are reduced to zero; and   |
|           | Amount, if any, to the extent not paid pursuant to clauses (2)(B), (3), (5)(A)(1)(a)(ii), (5)(A)(1)(d)(ii) above; | (b) in an amount up to the Subgroup 1-2 Principal Distribution Amount for such Distribution Date, sequentially:                                 |

| Provision  | MARM 2006-OA2 (at issue in <i>ESM</i> )  | MARM 2007-3  |
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|  |  | (i) first, concurrently, to the Subgroup 1-2 Certificates, pro rata based on Class Principal Balance, until their respective Class Principal Balances are reduced to zero  (ii) second, to the Certificate Insurer, up to the Subgroup 1-2 Certificate Insurer  Reimbursement Amount, if                           |
|  |  | unpaid for such Distribution Date; and (iii) third, concurrently, to the Subgroup 1-1 Certificates, pro rata based on Class Principal  |
|  |  | Balance (after any payments to such Certificates from the Subgroup 1-1 Principal Distribution Amount) until their respective Class Principal Balances are reduced to zero;   |
|  |  | (2) second, to the Certificate Insurer up to the Group 1 Certificate Insurer Reimbursement Amount, if any, to the extent remaining unpaid for such Distribution Date;  |
| Section<br>4.02(a)/(c)<br>Overcollateraliz<br>ation<br>Maintenance | PSA § 4.02(a): On each Distribution Date, the Trust Administrator shall apply such funds  (6) sixth, to the Class or Classes of Certificates then entitled to receive distributions of principal pursuant to | PSA § 4.02 (c): On each Distribution Date, the Trust Administrator, following any distributions pursuant to Sections 4.02(a) and 4.02(b), shall make distributions on the Group 1 Certificates and to the Certificate Insurer in the following order and priority and, in each case, up to the Group 1 Net Monthly |
| Amount and   | clause (၁)(A) or (၁)(B) above, in an amount up to any Overcollateralization Maintenance Amount (as included in   | Excess Cashflow for such Distribution Date:  |

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| Excess Funds<br>Waterfall | the Principal Distribution Amount) for such Distribution Date, in the order of priority set forth in clause (5)(A) or (5)(B) above, as applicable;  | (1) <i>first</i> , to the Class or Classes of Group 1 Certificates then entitled to receive distributions of principal pursuant to Section 4.02(b)(A) or Section 4.02(b)(B) above, as  |
|                           | (7) seventh, sequentially, to the Class M-1, Class M-2, Class M-3, Class M-4, Class M-5, Class M-6, Class M-7 and Class M-8 Certificates, in that order, the Interest Carry Forward Amount for each such Class and such Distribution Date;  | applicable, in an amount up to any Group 1<br>Overcollateralization Maintenance Amount (as included<br>in the Group 1 Principal Distribution Amount) for such<br>Distribution Date, in the order of priority set forth in<br>Section 4.02(b)(A) or Section 4.02(b)(B) above, as<br>applicable;                   |
|                           | (8) <i>eighth</i> , concurrently, to the Senior Certificates (other than the Interest Only Certificates), pro rata based on the aggregate Unpaid Realized Loss Amounts with respect to each group of Senior Certificates (other than the Interest Only Certificates):                             | (2) second, sequentially, to the Class 1-A3, Class 1-M1, Class 1-M2, Class 1-M3, Class 1-M4, and Class 1-M5 Certificates, in that order, the Interest Carry Forward Amount for each such Class and such Distribution Date;   |
|                           | (a) with respect to the Group 1 Certificates, first, sequentially, to the Class 1-A-1, Class 1-A-2 and Class 1-A-3 Certificates, in that order, in an amount up to the Unpaid Realized Loss Amount for each such Class of Senior Certificates, and in   | (3) third, concurrently, to the Group 1 Senior Certificates (other than the Class 1-AIO Certificates), pro rata based on the aggregate Unpaid Realized Loss Amounts with respect to the Subgroup 1-1 or Subgroup 1-2 Certificates, as applicable:  |
|                           | the case of the Class 1-A-3 Certificates, to the extent not covered by the Certificate Insurance Policy and <i>second</i> , to the Certificate Insurer, in an amount up to the Class 1-A-3 Certificate Insurer Reimbursement Amount, if any, to the extent not paid pursuant to clause (5) above; | (a) with respect to the Subgroup 1-1 Certificates, sequentially, (i) first, to the Class 1-1A1 Certificates, in an amount up to the Unpaid Realized Loss Amount for such Class of Certificates, (ii) second, to the Class 1-1A2 Certificates, in an amount up to the Unpaid                                      |
|                           | (9) <i>ninth</i> , to the Certificate Insurer, up to the Aggregate Certificate Insurer Reimbursement Amount to the extent not paid pursuant to clauses (5) and (8) above;   | Realized Loss Amount for such Class of Certificates to the extent not covered by the Certificate Insurance Policy, and (iii) third, to the Certificate Insurer, in an amount up to the Subgroup 1-1 Certificate Insurer Reimbursement Amount, if any, to the extent remaining unpaid for such Distribution Date; |
|                           |   | (b) with respect to the Subgroup 1-2 Certificates, sequentially, (i) first, to the Class 1-2A1 Certificates, in an amount up to the Unpaid   |

| Provision   | MARM 2006-OA2 (at issue in <i>ESM</i> )  | MARM 2007-3  |
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|   |  | Realized Loss Amount for such Class of Certificates, (ii) second, to the Class 1-2A2 Certificates, in an amount up to the Unpaid Realized Loss Amount for such Class of Certificates to the extent not covered by the Certificate Insurance Policy, and (iii) third, to the Certificate Insurer, in an amount up to the Subgroup 1-2 Certificate Insurer Reimbursement Amount, if any, to the extent remaining unpaid for such Distribution Date;  |
| Section 12.04(f): Claims Upon the Certificate Insurance Policy; Policy Payments Account | or indirectly, on account of principal of or interest on any Insured Certificates, the Certificate Insurer will be fully subrogated to the rights of the Holders of such Insured Certificates to receive such principal and interest from the Trust Fund. The Holders of the Insured Certificates, by acceptance of their respective Insured Certificates, assign their rights as Holders of such Insured Certificates to the extent of the Certificate Insurer's interest with respect to amounts paid under the Certificate Insurance Policy. Anything herein to the contrary notwithstanding, solely for purposes of determining the Premium Distribution Amount payable to the Certificate Insurer and the Certificate Insurent to Section 4.02, any payment with respect to distributions to the Insured Certificates which is made with funds received pursuant to the terms of the Certificate Insurance Policy, shall not be considered payment of the Insured Certificates from the Trust Fund and shall not result in the distribution or the provision for the Insured Certificates within the meaning of Article IV. | or indirectly, on account of principal of or interest on any Insured Certificates, the Certificate Insurer will be fully subrogated to the rights of the Holders of such Insured Certificates to receive such principal and interest from the Trust Fund. The Holders of the Insured Certificates, by acceptance of their respective Insured Certificates, assign their rights as Holders of such Insured Certificates to the extent of the Certificate Insurence Policy. Anything herein to the contrary notwithstanding, solely for purposes of determining the Premium Distribution Amount payable to the Certificate Insurer and the Certificate Insurer's rights, as applicable, as subrogee for payments distributable pursuant to Section 4.02, any payment with respect to distributions to the Insured Certificates which is made with funds received pursuant to the terms of the Certificate Insurance Policy, shall not be considered payment of the Insured Certificates from the Trust Fund and shall not result in the distribution or the provision for the distribution in reduction of the Class Certificate Balance of the Insured Certificates within the meaning of Article IV. |

| Provision   | MARM 2006-OA2 (at issue in ESM)  | MARM 2007-3  |
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| Section 12.05: Effect of Payments by Certificate Insurer; Subrogation | Anything herein to the contrary notwithstanding, any payment with respect to principal of or interest on any Insured Certificate which is made with moneys received pursuant to the terms of the Certificate Insurance Policy shall not be considered payment of such Insured Certificate from the Trust Fund and shall not result in the payment of or the provision for the payment of the principal of or interest on such Insured Certificate within the meaning of Section 4.01. The Depositor, the Master Servicer, Trust Administrator and the Trustee each acknowledge, and each Holder of an Insured Certificate by its acceptance of a such Certificate agrees, that without the need for any further action on the part of the Certificate Insurer, the Depositor, the Master Servicer, Trust Administrator or the Trustee (i) to the extent the Certificate Insurer makes payments, directly or indirectly, on account of principal of or interest on any Insured Certificate to the Holder of such Certificate Insurer will be fully subrogated to the rights of such Holder to receive such principal and interest from the Private Honder to receive such principal and interest.  The Trust Fund and (ii) the Certificate Insurer shall be paid such principal and interest but only from the sources and in the manner provided herein for the payment of such principal and interest.  The Truste, the Trust Administrator and the Master Servicer shall cooperate in all respects with any reasonable request by the Certificate Insurer for action to preserve or enforce the Certificate Insurer for action to preserve or enforce the Certificate Insurer sights or interests under this Agreement without limiting the rights or affecting the interests of the Holders as otherwise set forth heren; provided, however, that neither the Trust Administrator shall be under any obligation to institute, conduct or defend any litigation hereunger or in relation hereic provisions of this Agreement, unless the Certificate Insurer shall have offered to the Trustee or the Trust Administrator sh | Anything herein to the contrary notwithstanding, any payment with respect to principal of or interest on any Insured Certificate which is made with moneys received pursuant to the terms of the Certificate Insurance Policy shall not be considered payment of such Insured Certificate from the Trust Fund and shall not result in the payment of or the provision for the payment of the principal of or interest on such Insured Certificate within the meaning of Section 4.01. The Depositor, the Master Servicer, Trust Administrator and the Trustee each acknowledge, and each Holder of an Insured Certificate by its acceptance of a such Certificate agrees, that without the need for any further action on the part of the Certificate Insurer, the Depositor, the Master Servicer, Trust the Certificate Insurer and the Trustee (i) to the extent the Certificate Insurer makes payments, directly or indirectly, on account of principal of or interest on any Insured Certificate to the Holder of such Certificate, the Certificate Insurer will be fully subrogated to the rights of such Holder to receive such principal and interest from the Trust Fund and (ii) the Certificate Insurer shall be paid such principal and interest but only from the sources and in the manner provided herein for the payment of such principal and interest.  The Trustee, the Trust Administrator and the Master Servicer shall cooperate in all respects with any reasonable request by the Certificate Insurer for action to preserve or enforce the Certificate Insurer for action to preserve or enforce the Certificate Insurer sights or interests under this Agreement without limiting the rights or affecting the interests of the Holders as otherwise set forth herein; provided, however, that neither the Trust Administrator shall be under any obligation to institute, conduct or defend any litigation hereunder or in relation to institute, conduct or defend any litigation hereunger of the Certificate Insurer shall be under any obligation to institute against the costs, expenses and li |